*This template serves as a guide for building a MoU between a research infrastructure and international partner. Elements highlighted in yellow should be completed with details specific to the collaboration and parties. Elements highlighted in blue provide examples of content to be used or adapted in the MoU for inspiration. Elements highlighted in pink are explanatory notes and not intended to be a part of a finalised document.*

Key features and considerations for agreements or MoUs:

* Type of framework: Agreement or MoU?

Which framework should you use for your partnerships? The primary consideration here is if you require the collaboration terms to be legally binding or not. An MoU is a non-binding understanding shared by the parties. An agreement, however, can be legally binding unless explicitly including a non-binding clause. The choice of a legally binding or non-binding framework may be influenced by the nature of the collaboration and what is exchanged between the parties. An example might be if the parties were to share financial responsibilities it may be preferable to have a binding agreement. For avoidance of doubt be clear in the document whether it is intended to be legally binding or not.

* Collaboration activities

To make the agreement produce tangible and practical results, it is important to set out the activities which will be carried out collaboratively between the parties. Some examples are given in the following template. Activities can be set out in the main agreement, or the agreement can cover general collaboration principles and be supplemented by individual project agreements which set out the specific activities for individual collaborative projects under the main agreement as described in [1]. Decide which format is more appropriate for your own case.

* What next?

What is your anticipated outcome for the agreement/MoU? How do you determine if your efforts have been successful? Who will decide on the next steps? Include in your agreement a mechanism for review and revision of the agreement and what will happen as the term comes to an end. It may be that the agreement, if still appropriate, is to be renewed; or it may be that the agreement is for pilot activities and the next step should be towards a new kind of collaboration/membership if the pilot was successful.

# Source documents­

|  |  |
| --- | --- |
| [1]  | CORBEL Innovation Helpdesk, "Collaboration Agreement Template Tool with Commentary," [Online]. Available: https://www.corbel-project.eu/innovation-helpdesk/templates.html. |
| [2]  | EIROforum, "Charter," [Online]. Available: https://www.eiroforum.org/about-eiroforum/charter/. |
| [3]  | ERIC Forum, "Memorandum of Understanding for the establishment of the ERIC Forum," [Online]. Available: https://www.eric-forum.eu/wp-content/uploads/ERIC-Forum-MoU\_20210519.pdf. |
| [4]  | A. Keppler, F. Paina and J. Ellenberg, "D6.3 Draft collaboration agreements prepared for signature by Argentina, Japan, South Africa, as well as Unites States, and the Euro-BioImaging Board," November 2018. [Online]. Available: https://globalbioimaging.org/user/pages/06.documents/D6.3\_Draft%20collaboration%20agreements%20prepared%20for%20signature.pdf. |
| [5]  | Instruct-ERIC, "Instruct-ERIC International Collaboration," 2021. [Online]. Available: https://instruct-eric.eu/content/international-collaboration. |
| [6]  | ELIXIR, "- Collaboration Strategy between ELIXIR and the Australian BioCommons," June 2020. [Online]. Available: https://elixir-europe.org/news/new-collaboration-strategy-australian-biocommons. |
| [7]  | DESCA, "DESCA Model Consortium Agreement," 2020. [Online]. Available: https://www.desca-agreement.eu/desca-model-consortium-agreement/. |
| [8]  | F. Leitner, C. Popp and M. Vidal, "CORBEL Sustainable plan for user access to common RI services for 4 use case cross-ESFRI BMS research infrastructure pipelines," *Zenodo,* p. https://zenodo.org/record/2222358, 2018.  |

Memorandum of Understanding

**between**

**[Party 1 name]**

[address for correspondence]

and

**[Party 2 name]**

[address for correspondence]

for

**[Short title of collaboration]**

**Purpose**

This Memorandum of Understanding (MOU) describes the intended collaboration of [Party 1] and [Party 2] for [purpose of collaboration].

**MOU: Synergies between [Party 1] and [Party 2]**

**[Party 1]**

[Description of the party]

[Party 1] is a research infrastructure for [scientific domain] with the mission [research infrastructure mission statement]. Party one is established as [legal form information] and is composed of [organisational structure: membership and geographical location].

**[Party 2]**

[Description of the Party]

**Aim of this Memorandum of Understanding**

The shared interests of [Party 1] and [Party 2] generate valuable opportunities for the two organizations to work together in [area of collaboration]. Cooperation will be established in the following activities:

1. access to the infrastructure offered by both parties of this MOU in support of users of the infrastructure;
2. training programmes developed (or adapted) and delivered in collaboration;
3. organisation of events in collaboration or promotion of events organized by either Party;
4. invitations to participate in flagship events and conferences arranged by either Party;
5. joint research activities;
6. joint method development;
7. joint data collection;
8. development of joint projects of mutual interest;
9. staff exchanges to promote the exchange of practices;
10. co-developments of standards;
11. sharing of data resources;
12. exchange of samples;
13. harmonised sister studies.

In undertaking collaborative actions, the following underlying principles shall apply:

1. The collaborative actions are in line with the mission and research activities of both [Party 1] and [Party 2].
2. The policies and regulations of [Party 1] and [Party 2] in academic, financial and related aspects will be followed.
3. There is clear commitment of both parties to quality assurance of the scientific standards of the programme(s).
4. Collaborative work will fully acknowledge both [Party 1] and [Party 2] in any public disclosure of the results.
5. Each party will link to the website of the collaborating party on its own website.

**Funding the collaboration:**

In general, each Party shall bear its costs related to its participation in the collaboration except where otherwise agreed.

Additional sources of funding may be explored by the Parties such as joint grant applications to further support activities under this MOU.

*You may wish to elaborate here if there are specific funding arrangements planned for different activities or to detail the budget sources for each Party (Core membership budget, specific grant, etc).*

**Terms of the understanding:**

**Intellectual property, Confidentiality and publication:**

Results and intellectual property are owned by the Party that generates them.

The Parties undertake to hold in confidence any and all documents marked as confidential and any other information which the Parties have made available to one another in a manner that clearly indicates their confidential nature, and not to disclose such information to any third Party. Such obligation of confidentiality shall not extend to information that has become part of the public domain as a result of third-party publications or in any other manner, or the disclosure of which has been explicitly approved by the Party to whom it relates.

Collaborative work will fully acknowledge both [Party 1] and [Party 2] in any public disclosure of the results arising from work undertaken in the frame of this understanding including both data and publications. Each Party should give notice to the other Party of any planned publications arising from work undertaken in the frame of this understanding at least [number of days] days before the publication date. Any objection to the planned publication must be made in writing to the publishing Party within [number of days] days of receipt of the notice.

**Limitations and liabilities assigned to this understanding:**

This is a non-legally binding MOU. Nothing in this MOU shall be regarded as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the Signing Parties.

**Review process for this understanding and amendments:**

This MOU will be reviewed by [review responsible] during the final year of operation. On the basis of this review the MOU will either be renewed by the mutual agreement of both parties, or terminated.

This MOU may be amended, in whole or in part, by mutual written agreement.

**Entry into Force, Duration:**

This MOU shall become effective as soon as it has been signed and dated by both parties.

This MOU shall remain in force for [Duration] years from the data of last signature or until terminated by either party giving [Notice period] months written notice.

I*t may be necessary to translate the MOU into additional languages to facilitate implementation. If the MOU is translated, consider the addition of a language clause to clarify the definitive language of the document.*

**Language:**

This MOU has been drawn up in [first language] and [second language], in two originals. In case of discrepancy, the [first language] version shall prevail.

**Signatures:**

**For [Party 1]**

[Name and title in Party 1 organization]

[Address party 1 signatory]

Signed:

Date:

**For** [Party 2]

[Name and title in Party 2 organization]

[Address party 2 signatory]

Signed:

Date: